

P.M.

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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-198051

DATE: June 2, 1980

MATTER OF: *Request for* John W. Blanton, Jr.--Travel and transportation expenses from overseas post of duty

DIGEST: Army employee failed to fulfill minimum service period at his overseas post of duty incident to transfer to Netherlands when he accepted position with National Park Service in Peninsula, Ohio. Park Service authorized payment of transfer expenses but later questioned propriety since employee did not complete minimum service period with Army. Where employee transferred without a break in service and executed a new transfer agreement, payment of employee's travel and transportation expenses may be paid by Park Service because it has statutory authority to do so for transferred employees and its obligation to pay employee's travel and transportation expenses is separate from that of the initial agency the employee transferred from.

The National Park Service (Park Service) United States Department of the Interior, requests our Decision on the legality of its paying the transfer costs of an employee who violated his service agreement with another agency incident to an overseas assignment.

Mr. James L. Ryan, an Authorized Certifying Officer with the Park Service reports that Mr. John W. Blanton, Jr. was serving a 3-year tour of duty overseas beginning July 31, 1979, as a Real Estate Officer with the Army Real Estate Agency, Shinnen, Netherlands. After having spent less than 1 year in that position, Mr. Blanton applied and was accepted for a position with the Park Service's Cuyahoga Valley Land Acquisition Office, Peninsula, Ohio, effective February 24, 1980.

The Park Service advised him by teletype on January 24, 1980, that it would pay moving expenses

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for his return and that of his family, and travel orders were issued by the Army's Frankfurt personnel office on February 4, 1980. However, on February 12, 1980, the Park Service sent a teletype advising that a question had arisen concerning the legality of the Park Service's paying Mr. Blanton's transfer costs since he had not completed at least 1 year of his overseas assignment with the Department of the Army. This matter was not resolved and Mr. Blanton and his family traveled to his new duty station in Ohio by commercial air on February 22, 1980.

We have been advised that incident to his overseas tour Mr. Blanton entered into a service agreement with the Army stipulating a minimum required period of service. Mr. Blanton failed to serve the minimum service period at his overseas post of duty. We have been further advised that the Army has refused to release him from his service agreement.

The issue we are asked to consider here is whether it is proper for the Park Service to pay Mr. Blanton's travel and transportation expenses from the Netherlands to Ohio in view of his failure to complete the service agreement with the Army and the Army's refusal to release him from that agreement. Under the provisions of 5 U.S.C. § 5722(b)(2) (1976), and the implementing regulations in the Federal Travel Regulations (FTR) (FPMR 101-7) (May 1973), an agency may pay the expenses of travel, transportation moving and/or storage of household goods of employees transferred to a post of duty outside the conterminous United States only if the employee agrees in writing to remain in the Government service for 12 months after his transfer, unless separated for reasons beyond his control and acceptable to the agency concerned. See FTR paragraph 2-1.5a(1)(b). However, in this case we are not being asked to consider Mr. Blanton's indebtedness under his initial agreement with the Department of the Army. Thus, we will consider only the issue raised by the Park Service as shown above.

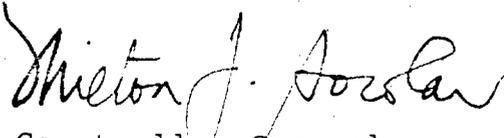
Mr. Blanton was transferred from his overseas position with the Army Real Estate Agency to his

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current position with the Park Service without a break in service. Further, Mr. Blanton has executed a new service agreement with the Park Service. It is clear, under the provisions of 5 U.S.C. 5724(a)(1) (1976), that an agency shall pay the travel expenses of an employee transferred in the interest of the Government from one official station or agency to another for permanent duty, as well as the transportation expenses of his immediate family. Further, 5 U.S.C. § 5724(d) (1976), provides that an employee transferred to a post of duty outside the continental United States is entitled to his expenses of transportation from the overseas post to the same extent and with the same limitations prescribed for a new appointee under the provisions of 5 U.S.C. § 5722 (1976). See 54 Comp. Gen. 991 (1975). Therefore, it is clear that the Park Service has the statutory authority to pay the travel and transportation expenses of Mr. Blanton from his overseas location to his new duty station incident to his transfer.

We have also held that when an employee transfers from one agency to another, the agency to which he transfers is obligated to pay only the expenses incident to the interagency transfer, not those incident to a prior transfer. 51 Comp. Gen. 112 at 115-116 (1971); 29 Comp. Gen. 103 (1979); Richard E. Witmer, B-196002, March 18, 1980; 5 U.S.C. § 5724(e) (1976). Thus, it is clear that the Park Service's obligation to pay Mr. Blanton's travel and transportation expenses is separate from that of the agency he originally transferred from.

Accordingly, the failure of Mr. Blanton to fulfill the minimum service requirements of the service agreement that he entered into with the Army does not affect his entitlement to transfer expenses authorized by the Park Service for his return from the overseas post of duty. The voucher is returned for action in consonance with the above.


For the Comptroller General
of the United States